

ANITA MATHER

ALLEN COUNTY RECORDER

FORT WAYNE, IN

DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS
LIMITATIONS, EASEMENTS AND APPROVALS APPENDED

TO AS PART OF THE EDICATION AND PLAT OF

CAMBRIDGE OAKS, SECTION 1 and 2

A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 31 NORTH,
RANGE 13 EAST, ALLEN COUNTY, INDIANA

Cross references 710010488 + 710024837

The subdivision shall be known and designated as CAMBRIDGE OAKS, SECTION 1 and 2, a Subdivision in the Northeast quarter of Section 27, Township 31 North, Range 13 East, Allen County, Indiana.

The lots are numbered from 1 to 87, this includes the original sections 1 and 2, inclusive, and all dimensions are shown in feet and decimals of a foot on the plat. All streets and easements specifically shown or described are hereby expressly dedicated to public use for their usual and intended purpose.

1. No lot shall be used except for residential purposes. No home shall be erected, altered, or placed on any lot other than one detached single-family dwelling not to exceed two stories in height. Each house shall include not less than a two-car garage, which shall be built as part of said structure and attach thereto.
2. No building shall be built on any lot having a ground floor area upon the foundation, exclusive of one-story open porches, breezeway, or garage, of less than 1500 square feet for a one-story dwelling, nor less than 950 square feet for a dwelling of more than one-story.
3. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located nearer than ten percent (10%) of the lot width to an interior lot line and the combined width of both side yards shall be not less than a distance equal to twenty-five percent (25%) of the lot width. No dwelling shall be located on any interior lot nearer than twenty-five (25) feet to the rear lot line.
4. No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 9,000 Square feet.
5. No structure shall be erected, placed, or altered on any lot until the construction plans, specifications, and a plan showing the location of the structure, have been approved by the Board of Directors, as prescribed by the Association bylaws, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevations. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum setback line. All these additions or improvements are to have proper permits, and follow all current requirements set up by the city of Fort Wayne.
6. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear seven (7) feet of each lot, or as shown on the plat. No owner of any lot shall erect or grant to any person, firm or corporation, the right, license or privilege to erect or use or permit the use of overhead wires, poles, or overhead facilities of any kind for electrical, telephone or television service (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the subdivision). Nothing herein shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service entrance facilities installed for any house or

7206 Chartercrest Drive

W. Ft. Wayne, IN 46815

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CLERK OF ALLEN COUNTY

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other structure connecting the same to the electrical distribution system of any electric public utility shall be provided by the owners of all lots and shall carry not less than three (3) wires and have a capacity of not less than 200 amperes. Any electric public utility charged with the maintenance of any underground installation shall have access to all easements in which said underground installations are located for operation, maintenance, and replacement of service connections. Any such electric public utility shall not be liable for damage to walks, driveways, lawn or landscaping which may result from installation, repair, or maintenance of such service.

7. Each lot shall have a light on the front of the house as to illuminate the property to ensure security. The owners of all lots shall cause said lights to be illuminated at all times other than daylight hours.
8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No structure of a temporary character, trailer, boat, boat trailer, jet ski, snowmobile, bus, camper, camping trailer, tent, shall be either used or located on any lot, public or private street longer than 72 hours. Said structure shall not be used as a residence either temporarily or permanently.
9. No inoperative, unlicensed, or untitled vehicle may be parked or stored in a location other than in an enclosed garage. No vehicle that transports Hazardous Materials may be parked or stored on a public or private street, or on the property.
10. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
11. No radio or television antenna with more than thirty (30) square feet of grid area or which attaining a height in excess of six (6) feet above the highest point of the roof shall be attached to any dwelling house. No free-standing radio or television antenna shall be permitted on any lot.
12. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon any lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected maintained or permitted upon any lot.
13. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot. Only a manageable quantity of regular household pets, such as dogs and cats, may be kept, which can be properly cared for, contained, and cleaned up after shall be permitted on the property. Said pets are not to be bred or maintained for any commercial purpose. Any pets walked or exercised outside of a fenced in back yard shall be leashed. Any waste from such pets shall be picked up immediately.
14. No lot or easement shall be used or maintained as a dumping ground for rubbish. All easements are to be kept clear as to permit utility company's free access. Trash, garbage, or other waste shall not be kept except in sanitary containers. No incinerators or outside incinerators shall be kept or allowed on any lot.
15. No fence, wall, hedge, or shrub planting, which obstructs sight line at elevations between 2 and 6 feet above roadways, shall be placed or permitted to remain on any corner lot within the triangular area framed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. All trees, bushes, hedges, or plant life shall be trimmed as to keep the sidewalks

clear for those walking on said sidewalks. Overhanging trees shall not be lower than 6 ½ feet above the sidewalk.

16. All buildings shall be constructed in a substantial and good workmanlike manner and of new materials. No roll siding, asbestos shingle siding, or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any building on any lots of said subdivision, and no roll roofing of any description or character shall be used on the roof of any dwelling house or attached garage on any of said lots.
17. All driveways from the street to the garage shall be poured concrete and not less than sixteen (16) feet in width. Any driveway constructed within the boundary lines of any lot prior to the existence of sidewalks shall be so constructed that the elevation thereof at a point one (1) foot outside of the lot boundary line, shall be four (4) inches above the grade elevation of the established curb adjacent to such lot. It shall at this point have installed ½" bituminous expansion joint, and then proceed at a gradient of ¼" inch per foot to a point six (6) feet outside the lot boundary line at which point another ½" bituminous expansion joint shall be installed. The remaining 5 ½ feet to the curb shall have a gradient of ½" per foot.
18. All fuel or oil storage tanks shall be installed underground or concealed within the main structure of the dwelling house, its basement or attached garage.
19. No individual water supply system, or individual sewage disposal system shall be installed, maintained, or used on any lots in this subdivision.
20. In addition to the utility easements herein designated, easements in the streets as shown on this plat, are hereby reserved and granted to all Public Utility Companies, the proprietors of the land herein platted, and their respective successors and assigns, to install, lay, erect, construct, renew, water main and sewer main (sanitary and/or storm) with all necessary appliances, having jurisdiction thereof as to maintenance and repair of said streets.
21. No one-story house shall be built on any lot in said Addition unless 20% or more of the combined square footage of the front exterior walls of such house shall consist of brick, limestone, or other natural building stones.
22. The Board of Directors approval or disapproval, as required by these covenants, shall be in writing. If the Board of Directors, or it's designated representatives, fail to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with. Neither the members of the Board nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.
23. The restrictions and covenants herein contained shall run with the land and be effective for a period of fifty (50) years, unless prior to the expiration of fifty (50) years, said restrictions and covenants are altered or amended by the owners of 65% of the lots in said Addition at the time the alteration or amendments of restrictions and covenants are made
24. Enforcement shall be by proceedings at law or in equity against any person or persons, violating, or attempting to violate, any covenant, either to restrain violation or to recover damages.
25. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.
26. Before any house or building on any platted lot or tract in this subdivision shall be used and occupied as a dwelling or as otherwise provided in the subdivision restrictions above, the developer or any subsequent developing owner of said platted lot or tract shall install all improvements serving said platted lot or tract as provided in said plans and specifications for this Addition filed with the Board of Commissioners. This covenant shall run with the land and

be enforceable by the County of Allen, State of Indiana, or by any aggrieved lot owner in this Subdivision.

27. For the purpose of this plat and the covenants appended thereto, the word "LOT" may mean either any of said lots as platted or any tract or tracts of land as conveyed originally or by subsequent owners, which may consist of one or more lots or parts of one or more lots as platted upon which a residence may be erected in accordance with the restrictions herein above set out or such further restrictions as may be imposed by any applicable zoning ordinance, PROVIDED, HOWEVER, no tract of land consisting of part of any one lot more parts of more than one lot shall be considered a "LOT" unless said tract of land has a frontage of 70 feet in width at the established building line as shown on this plat.
28. No lot or combination of lots may be further subdivided until approval therefore has been obtained from the Allen County Plan Commission.
29. Before any lot or tract may be used or occupied, such user or occupier shall first obtain from the Allen County Zoning Administrator the Improvement Location Permit and Certificate of Occupancy as required by the Allen County Zoning Ordinance.

Executed by the Association as of the date set forth below

CAMBRIDGE OAKS HOMEOWNERS ASSOCIATION,
An Indiana not-for-profit organization.

President: Barry Gore Barry Gore

Vice-President: Sarah Mohrman Sarah Mohrman

Secretary: Kari Swanson Kari Swanson

Treasurer: Dwight Romey Dwight Romey

Date: August 30, 2022

I, Arlene Miller, A Notary Public in and for said county and state, do hereby certify that, personally known to me to be the same persons whose names were subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

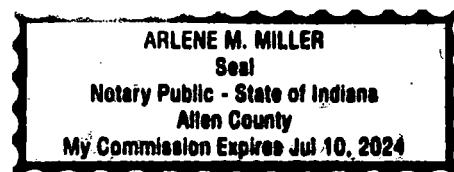
Given under my hand and official seal this 30th day of August, 2022

My commission expires: 07/10/24

Signature: Arlene Miller

Resident of Allen County

Printed, Arlene Miller Notary Public



AFFIDAVIT

I swear and attest that I have witnessed all of the signatures that have been gathered for the approval of the Covenants for the Cambridge Oaks Homeowners Association.

DATED this 26 day of AUGUST, 2022

Barry Gore
Signature of Affiant Barry Gore

STATE OF INDIANA)

COUNTY OF ALLEN

PRESIDENT
CAMBRIDGE OAKS HOMEOWNERS
ASSN.

I, Connie Bowman, A Notary Public in and for said county and state, do hereby certify that, personally known to me to be the same persons whose names were subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 26th day of August, 2022

My commission expires: 2/6/2025

Signature Connie J. Bowman

Resident of Allen County

Printed, Connie J. Bowman Notary Public

Connie J Bowman
Notary Public - Official Seal
State of Indiana - Allen County
Commission Number 696381
My Commission Expires Feb. 6, 2025

Prepared by and ...

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Barry Gore

(name printed, stamped or signed w/print)

Proposed Covenant Changes for Cambridge Oaks Homeowners Association

Cambridge Oaks Covenants 2022	Printed	Signed	In Favor	Opposed	Date
3807 Tarrington Dr.	John P. Kipert	John P. Kipert	X		8/2/22
3810 Tarrington Dr.	WALTER H. WICKSON	Walter H. Wickson	X		8-15-22
3817 Tarrington Dr.					
3818 Tarrington Dr.	Benn Beck	Benn Beck	X		8/2/22
3825 Tarrington Dr.	Thomas J Latham	Thomas J Latham	✓		7/29/22
3826 Tarrington Dr.	BRUCE RAPIEL	Bruce Rapiel	✓		8/9/22
3901 Tarrington Dr.	Heath Barnes	Heath Barnes	✓		07/29/22
3904 Tarrington Dr.					
3911 Tarrington Dr.	Dwight Roney	Dwight Roney	✓		7/29/22
3912 Tarrington Dr.	* Pamela Hedrick	Pamela Hedrick	✓		8-9-22
3921 Tarrington Dr.	* Angela Morton	Angela Morton	✓		8/30/22
3922 Tarrington Dr.					
3931 Tarrington Dr.	* Sarah Mohrman	Sarah Mohrman	✓		7/29/22

Proposed Covenant Changes for Cambridge Oaks Homeowners Association






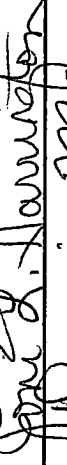


Cambridge Oaks Covenants 2022	Printed	Signed	In Favor	Opposed	Date
7027 Chartercrest Dr.	Jennifer McDonough	Jennifer McDonough	✓		8/11/22
7101 Chartercrest Dr.	* Chase Darling	Chase Darling	✓		8/9/22
7107 Chartercrest Dr.	JAMES F. DUNN	JAMES F. DUNN	✓		7/28/22
7108 Chartercrest Dr.	Craig St. Myers	Craig St. Myers	✓		8/20/22
7111 Chartercrest Dr.	Erica Vance	Erica Vance	✓		8/9/22
7114 Chartercrest Dr.	Lora Overton	Lora Overton	✓		7/29/22
7117 Chartercrest Dr.					
7126 Chartercrest Dr.	Lauren T. Horns	Lauren T. Horns	✓		7/29/22
7123 Chartercrest Dr.	KELLY DAWSON	KELLY DAWSON	✓		7/29/22
7132 Chartercrest Dr.	Amagda Fernandez	Amagda Fernandez	✓		8/30/22
7131 Chartercrest Dr. RENTAL					
7206 Chartercrest Dr.	Nancy Gore	Nancy Gore	✓		7-30-22
7211 Chartercrest Dr.	Sarah McCabe	Sarah McCabe	✓		7-29-22
7216 Chartercrest Dr.	Marge Ammit	Marge Ammit	✓		7-29-22
7223 Chartercrest Dr.	Lawryn Hoffer	Lawryn Hoffer	✓		7/29/22
7233 Chartercrest Dr.	Hari Swanson	Hari Swanson	✓		8/9/22
7304 Chartercrest Dr.	Shelley Yoder	Shelley Yoder	✓		7/29/22
7305 Chartercrest Dr.					
7310 Chartercrest Dr.	Patricia Pee	Patricia Pee	✓		7-29-22
7311 Chartercrest Dr.	KEVIN SHODA	KEVIN SHODA	✓		8-11-22
7319 Chartercrest Dr.	MARY LOU ESH	MARY LOU ESH	✓		7-29
7320 Chartercrest Dr.	ROBERT ECKHARDT	ROBERT ECKHARDT	✓		7-29
7327 Chartercrest Dr.	Cassal Knoch	Cassal Knoch	✓		7-29-22
7330 Chartercrest Dr.	* Jessica Turk	Jessica Turk	✓		8-2-22
7333 Chartercrest Dr.	* Aaron Rothgeb	Aaron Rothgeb	✓		5/29

Proposed Covenant Changes for Cambridge Oaks Homeowners Association

Initial Oppose Date

3801 Nottingham Drive				
3807 Nottingham Drive	Dustin Doster walls		X	7/31/22
3815 Nottingham Drive				
3821 Nottingham Drive	Katelyn Huhn		✓	8/30/22
3822 Nottingham Drive	* George Dressler		✓	7/31/22
3829 Nottingham Drive	Richard Rice		✓	8-9-22
3832 Nottingham Drive	Gloriana Hopkins		✓	7/31/22
3905 Nottingham Drive	* Benjamin Sherman		✓	8/9/22
3908 Nottingham Drive				
3914 Nottingham Drive				
3925 Nottingham Drive 3815	* David Frick		✓	7/31/22
3923 Nottingham Drive	Richard Hartman		✓	8/2/22
3926 Nottingham Drive				
3931 Nottingham Drive	Scott Hoover		✓	8/9/22
3934 Nottingham Drive	Joseph Grandstaff		X	7/31/22
4003 Nottingham Drive	Caleb Herber		✓	8/31/22
4004 Nottingham Drive	Dennis Howard		X	7/31/22
4009 Nottingham Drive				
4015 Nottingham Drive	Emily Jones		X	8/9/22

Proposed Covenant Changes for Cambridge Oaks Homeowners Association

Cambridge Oaks Covenants 2022	Printed	Signed	In Favor	Opposed	Date
3902 Winfield Ct. 3902	Michael D. 12/20/22		✓		8/12/22
3903 Winfield Ct.	M L STAPLETON		✓		29/11/22
3908 Winfield Ct.	Beverly Stewart		✓		7/28/22
3909 Winfield Ct.	Randy Thornton		✓		7/29/22
3916 Winfield Ct.	William Johnson		✓		8/12/22
3917 Winfield Ct. 3917	Joni Harrington		✓		7/28/21
3922 Winfield Ct.	Dennis Wmeyer		✓		7-30-22
3925 Winfield Ct.	Nick Hunt		✓		8-12-22
3928 Winfield Ct.					

Proposed Covenant Changes for Cambridge Oaks Homeowners Association			In Favor Opposed Date	
3810 Ironwood Ct.	MARK TACKETT	Mark Tackett	X	8-2
3811 Ironwood Ct.	TRACY BLAKE	Tracy Blake	X	8-15
3824 Ironwood Ct.				
3825 Ironwood Ct.				
3830 Ironwood Ct.	Nickolas M. Cheever	Nick Cheever	X	7/31
3831 Ironwood Ct.	RICHARD W SEFTON	Rick Sefton	X	7/31
3901 Ironwood Ct.				
3908 Ironwood Ct.	William Carr	William Carr	X	8-15
3915 Ironwood Ct.	Juliana Campbell	Julian Carr	X	7/31
3916 Ironwood Ct.	Amy Wynn	Amy Wynn	X	7/31
3925 Ironwood Ct. 3825	*Dustin D. Brown	Dustin D. Brown	X	7-31
3928 Ironwood Ct.				
3925 Ironwood Ct.	Kenneth Starnes	Kenneth Starnes	X	8-15

Proposed Covenant Changes for Cambridge Oaks Homeowners Association

Cambridge Oaks Covenants 2022	Printed	Signed	In Favor	Opposed	Date
7101 Blue Beech Dr.					
7102 Blue Beech Dr.	Leah Smethers	<i>Leah Smethers</i>	✓		8/2/22
7108 Blue Beech Dr.	Willie Ellis	<i>Willie Ellis</i>	✓		7/31/22
7116 Blue Beech Dr. RENTAL	*				
7124 Blue Beech Dr.	MARILYN BRYCE	<i>Marilyn Bryce</i>	✓		8-2-22
7210 Blue Beech Dr.	Doretha Wallis	<i>Doretha Wallis</i>	✓		8-30-22
7218 Blue Beech Dr.	LISA GUNFORD	<i>Lisa Gunford</i>	✓		8/30/22
7226 Blue Beech Dr.					
7230 Blue Beech Dr.	Marc Gwillot	<i>Marc Gwillot</i>	✓		8/2/22